

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000014123
Dell Marketing LP
1 Dell Way RR 8
Round Rock TX 78682
USA

Contract ID 0000000000000000000017499		Page 1 of 3
Contract Dates 07/01/2010 to 06/30/2015	Origin CPS	
Description: CPS - SOFTWARE	Contract Maximum \$999,999,999.00	
Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		SOFTWARE VARIOUS TYPES	EA	0.00010	0.00	0.00
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SOFTWARE PRODUCTS FROM OVER 2200 PUBLISHERS MAY BE PURCHASED ON THIS CONTRACT, BUYERS CAN PROCURE SOFTWARE, TRAINING, PRE-SALES ASSISTANCE, DOCUMENTATION, INSTALLATION, CONFIGURATION, AND VOLUME LICENSE AGREEMENT ADMINISTRATION UNDER THE SCOPE OF THIS AGREEMENT. PRICING CAN BE FOUND AT THE FOLLOWING WEB SITE;
<https://shop.asap.com/default.aspx> OR BY CONTACTING;
INSIDE SALES REP-MR. CHRIS BOHN phone - 888-237-9209 EMAIL - chris_bohn@dell.com OR
ACCOUNT REP- MR. JASON SHEPARD - PHONE 508-982-2169 EMAIL jason_shepard@dell.com

2		SERVICES RELATED TO CONTRACT SOFTWARE PURCHASES, INCLUDING TRAINING, CONSULTATION, AND SOFTWARE MAINTENANCE.	EA	0.00010	0.00	0.00
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CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS WRITTEN BASED ON A MULTISTATE RFP, ON WHICH THE COMMONWEALTH OF MASSACHUSETTS WAS THE LEAD STATE, AND THE STATE'S OF VERMONT, MAINE, RHODE ISLAND, NEW YORK, AND NEW JERSEY WERE PARTICIPANTS. THE CONTRACT IS WRITTEN IN ACCORDANCE WITH RFP NUMBER ITS-42 ISSUED IN DECEMBER 2009 BY THE COMMONWEALTH OF MASSACHUSETTS AND THE VENDORS PROPOSAL DATED FEB. 18, 2010.

PRICE: PRICING IS IN ACCORDANCE WITH CONTRACTOR'S SOFTWARE COST SHEET AS PROPOSED IN THEIR BID AND ATTACHED AS AN ASSOCIATED DOCUMENT. PRICING WILL BE A PERCENTAGE OFF THE CONTRACTORS COST OR A PERCENTAGE ADD ON TO THE CONTRACTOR'S COST WHICH WILL VARY FROM PUBLISHER TO PUBLISHER. ALL PRICES WILL BE POSTED ON THE CONTRACTORS PASSWAORD PROTECTED VERMONT WEB SITE AT <https://shop.asap.com/default.aspx>. PRICING IS ALSO AVAILABLE ON ANY PRODUCT BY CALLING DELL @ 888-237-9209.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE MULTI-STATE RFP FOR SOFTWARE ISSUED DEC. 18, 2009 AND VENDOR'S RESPONSE DATED FEB. 18, 2010.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: THIS IS A CPS CONTRACT FOR THE PURCHASE OF SOFTWARE AND SOFTWARE SERVICES. ALL STATE DEPARTMENTS AND AGENCIES MAY USE THIS CONTRACT, THIS CONTRACT MAY ALSO BE USED BY K THRU 12 SCHOOLS IN VERMONT, POLITICAL SUBDIVISIONS (TOWNS AND CITIES), AND VERMONT STATE COLLEGES INCLUDING THE UNIVERSITY OF VERMONT.

CONTRACT PERIOD: THE CONTRACT PERIOD IS FOR 5 YEARS, JULY 01, 2010 THRU JUNE 30, 2015.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

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PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED. ORDERS MAY BE PLACED ON-LINE, VIA PHONE OR FAX, SEND WRITTEN ORDERS TO DELL MARKETING LP, 850 ASBURY DRIVE, BUFFALO GROVE, IL 60089. THE CURRENT ACCOUNT SALES REP IS JASON SHEPARD, AT PHONE 508-982-2169, EMAIL jason_shepard@dell.com. THE INSIDE SALES CONTACT IS CHRIS BOHN AT PHONE 888-237-9209, EMAIL chris_bohn@dell.com

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____